

ORDER FORM - TRUSTPORTAL SERVICES

BETWEEN

- (1) **TrustPortal Solutions Ltd** incorporated and registered in **England** with company number 10559389 whose registered office is at 32 Paradise Road, Richmond, Surrey TW9 1SE (the “**Supplier**”); and
- (2) _____ (“**Customer**”).

Supplier has agreed to provide Services to the Customer on the terms and subject to the conditions set out in this Agreement, which incorporates the **TrustPortal Solution General Terms and Conditions for SaaS Services (“GTC”)**, and the “**TrustPortal SaaS Service Description July 2022**”.

TERM	Thirty-six months from the Effective Date (Initial Term). The Initial Term shall be extended by further 12-month periods (each a Renewal Term) unless Customer notifies Supplier that it doesn’t intend to review at least 30 days prior to the end of the Initial Term (or any Renewal Term, as the case may be).
EFFECTIVE DATE	
AGREED START DATE	
FEES	See Schedule 2
PAYMENT TERMS	Via AWS Marketplace, maximum 30 days
CUSTOMER AFFILIATES	[Per clause 1.3 GTC]
CUSTOMER POLICIES	[Per clause 3.3 GTC]
CUSTOMER ADDRESS FOR NOTICES	[Per clause 25 GTC]
SERVICE DESCRIPTION/ENVIRONMENTS	[As set out in the SaaS Description]
SERVICE LEVEL AGREEMENT	See Schedule 1

Signed by _____

for and on behalf of **SUPPLIER**

.....

Director

.....

Dated

Signed by _____

for and on behalf of **CUSTOMER**

.....

Director

.....

Dated

Schedule 1

SERVICES

Services are broken down into a number of components:

- SaaS Scope
- SaaS Setup
- SaaS Provision
- Licences
- Other Costs (e.g. training, consulting)

SaaS Scope

The scope of this Order is provision of:

- 1 x Prod TrustPortal SaaS up to **X** concurrent users/connections (minimum 100, additional can be purchased in units of 100-concurrent users/connections)
- 1 x Test SaaS
- 1 x Dev SaaS

SaaS Setup

The SaaS costs include setup activities to connect TrustPortal SaaS with Customer on-premise RPA environment

Scope Includes:

- Design. Architecture and Security Reviews/Sign-Off
- Server setup and TrustPortal Install for Prod
- Server setup and TrustPortal Install for Test & Dev
- Test connectivity of TrustPortal Prod env to appropriate RPA environment
- Test connectivity of TrustPortal Dev and Test env to appropriate RPA environment(s)
- Setup of standard operations (e.g. backup, resilience, monitoring etc)

SaaS Provision

The summary of the scope of the SaaS provisioned under this Agreement is described below, and further described in the SaaS service description as described in the "TrustPortal SaaS Service Description July 2022".

Any changes to the standard SaaS service description, are described below

	In Scope?	Bespoke Requirements Possible?	Comments
Single Tenant	Single tenant by default		
Primary Data Centre / Availability Zones	Nominated AWS data centre in AWS Marketplace order		
DR Data Centre / Availability Zones	Nominated AWS data centre in AWS Marketplace order		
Hours of Operation	8am – 8pm, Monday-Friday for defined location and with agreed maintenance windows and SLA	Up to 24 x 7 with agreed maintenance windows and SLA is available at extra cost	
SLA	99.8% availability during scheduled hours of operation	Increased availability at additional cost	
P1 Response	Initial Response 1hr Resolution within 4 hr Updates every 1hr		
P2 Response	Initial Response 4 hrs Resolution within 8 hr Updates every 12 hr		

P3 response	Initial Response 8 hr Resolution within 48hr Updates every 24hr		
P4 response	Initial Response 48hr Resolution within as soon as practical Updates every 2 days or as agreed in issue		
Maintenance Window	8 hours/month total, @ Sunday nights 8pm UK time		
DR Recovery Time Objective (RTO)	4 hours from customer confirmation to invoke DR		
Upgrades	Max 1 per year with times to be agreed. Upgrades may be needed to keep current with TrustPortal Software End-of-Life (2 years)		
Channel Connections	Standard connections permitted to customer browsers and RPA digital workers	Additional connections to other channels can be agreed (e.g. IVR, websites, chatbots), but may require additional costs	
VPN Setup	No VPN's will be used in creating connection from customer to SaaS	Specific secure VPNs with defined IP ranges can be agreed, subject to additional costs	
DR Testing	Annually, and on each upgrade		
Backup	Full backup at VM level (7 days retained) Full point-in-time recovery up to 30m at database level		
Backup/Recovery Testing	On initial installation, then annually		
Data Encryption in transit	AES256 PPK with individual user keys, over HTTPS		
Data Encryption at rest	AES256 PPK with individual user keys. Encrypted VM images and disks		
Customer AD/SSO Integration	Standard, including TrustPortal User Management (TPUM) integration		
Data Auditing/Export	Not possible – TrustPortal doesn't have keys to encrypted data		
Availability Reporting	Standard AWS Reporting		
Performance Reporting	Standard TrustPortal Reporting	APM-based E2E reporting (including client RPA and users) is available subject to additional costs	
Firewall Setup to support Protocols	HTTPS (Port 443)		
Periodic Penetration Testing	Support for annual customer-initiated pen testing only		
Internal Audits incl. access, risk, regs and controls	Performed annually		
External Audits	Not supported as standard		
Regulatory Reviews	Annually		
Hosting Provider Switching	Not in standard scope	Subject to agreement/additional cost	
Specific network routing	Not in standard scope	Subject to agreement/additional cost	
Infrastructure Documentation	Provided on installation		
Exportable VM images	Not in standard scope		
Other Customer Specific requirements		To be defined here	
Infosec Contacts	See Schedule 5 for key roles that should be defined		
Escalation Contacts	See Schedule 5 for key roles that should be defined		
Issue Reporting	Via TP Portal at https://trustportalhelp.zendesk.com		

	24 x 7 x 365 Telephone support 0808 1694367		
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Further Assumptions

Includes

- Service provision as described in “TrustPortal SaaS Service Description-July 2022” as modified by the table above

Training Costs

- [Optional] Standard 5-day “Front Office” training package up to 10 people, using Customer Dev/Test Environment

Schedule 2

CHARGES

SaaS Setup Costs

One-off costs:

Component	On-Premise costs (excl. VAT and expenses)
Architecture design & review	£ included below, unless change to SaaS scope
Setup Dev/Test	£ included below, unless change to SaaS scope
Setup Prod	£ included below, unless change to SaaS scope

SaaS Services

Provision of Dev, Test and Prod SaaS as described in Schedule 1

Component	SaaS Charge (excl. VAT and expenses)
Yearly costs payable in advance	£ 183,540 p.a. for 3-year contract £ 168,672 p.a. for 5-year contract

Training Costs

Standard 5-day training package up to 10 people, using Customer Dev or Test Environment

One-off cost:

Component	On-Premise (excl. VAT and expenses)
5-Day Training Package	£ 10,000

Ad-hoc Consulting

Customer can request additional consulting support e.g. for process review, best practice advise etc, and will be provided on a best-endeavours basis

Component	On-Premise (excl. VAT and expenses)
Daily Rate - Consultant	£1250/day
Daily Rate – Principal	£1000/day

Totals (excl. VAT and expenses)

Component	Year 1 Costs	Year 2	Year 3
Environment Setup	£ XXX	£ nil	£ nil
SaaS Provision	£ YYY	£ YYY	£ YYY
Licences	£ ZZZ	£ ZZZ	£ ZZZ
Training	£ AAA	£ nil	£ nil
Totals	£	£	£

Schedule 3
DATA PROCESSING ACTIVITIES

Categories of data

Please specify the Personal Data that will be processed by the Supplier

All personal data is encrypted and block-signed, with Supplier not having access to the encryption keys.

Supplier cannot see or modify Personal Data in the SaaS Service, so is not a processor of personal data within the SaaS Service.

Supplier will process business contact information of Customer employees to provide the SaaS Service.

Categories of Data Subjects

Please specify the categories of data subjects whose Personal Data will be processed by the Supplier

As above.

Customer employees who receive support and information from TrustPortal during the Term.

Processing Operations

Please specify all processing activities to be conducted by the Supplier

As above.

Location of Processing Operations

Please specify all locations where the personal data will be processed by the Supplier

All personal data which TrustPortal collects is stored in the United Kingdom.

Identity of sub-contractors

Provide details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and processing operations

Amazon Web Services (based in datacentre agreed above).

Purposes

Please specify all purposes for which the Personal Data will be processed by the Supplier

TrustPortal process personal data in order to provide the SaaS Service and to fulfil its contractual obligations to the Customer.

Duration

Please specify the length of time for which data processing activities will be carried out by the Supplier

Throughout the Term.

Retention Period

Please specify the length of time for which the Personal Data is required to be retained

Throughout the Term. Business contact details included in Customer contracts will be retained for the length of the Term plus seven years.

Schedule 4
IMPLEMENTATION ACCEPTANCE TEST

Implementation Result

The implementation result shall include:

Phase	Result	Comments
SaaS Design & Setup	High level Design for connection between Customer and SaaS	Further details of the implementation result may be agreed after further detailed design in the SaaS Setup phase of the implementation plan
	Setup of TrustPortal Components in Customer env as per HL Design (e.g. TrustPortal Agent) and integration to Customer infrastructure, networks and services (e.g. AD/SSO Integration, TPUM etc)	
	SaaS Acceptance Test Criteria Agreed	
SaaS Acceptance Test	SaaS Acceptance Test Report with no outstanding P1 errors	

Implementation Acceptance Test

Standard acceptance test:

- Setup of TrustPortal Agent and connection to Customer RPA environment
- Testing TrustPortal Example Processes end-to-end
- Creating users and tiles via TPUM
- Creating users and logging on via AD/SSO (where applicable)
- DR and Resilience testing (where applicable)

**SCHEDULE 4.1
SAAS RESTRICTIONS AND FAIR USAGE**

1. SOFTWARE MODULES USED ON SAAS

1.1 The following TrustPortal software will be supported on the SaaS.

Initial versions may be upgraded as part of the SaaS service, but will not be downgraded below the initial version

Module	Licensed / Free	Initial Version	Comment
TrustPortal	Licensed	V2.1	Must be licensed as described in Schedule 1, and subject to fair usage limits (see below)
API MiniBot	Free	V1.0	Included in SaaS cost, but subject to fair usage limits (see below)
Tasks MiniBot	Free	V1.0	Included in SaaS cost, but subject to fair usage limits (see below)
TrustPortal Studio (avail 2023)	Free	V1.0	Included in SaaS cost, but subject to fair usage limits (see below)

2. SOFTWARE RESTRICTIONS

2.1 No additional Software restrictions

3. FAIR USAGE

3.1 The following fair usage restrictions apply to the provision of the SaaS, over and above license limitations

Module	Fair Usage	Comment
TrustPortal	<ul style="list-style-type: none"> Storage in the SaaS shall not exceed an average of 50Mb per TrustPortal user 	
API MiniBot	<ul style="list-style-type: none"> The number of API Minibots shall not exceed 25% of number of RPA Robot licenses, or 25% of service 	

	<p>resources whichever is the lower</p> <ul style="list-style-type: none"> • The use of API MiniBots will not increase ratio of Users / RPA Robots above 10 Users per RPA Robot licenses 	
Tasks MiniBot	<ul style="list-style-type: none"> • The number of Tasks Minibots shall not exceed 25% of the number of RPA Robot licenses, or 25% of service resources whichever is the lower 	
TrustPortal Studio	<ul style="list-style-type: none"> • Number of registered processes shall not exceed 10 x number of RPA Robot licenses 	

SCHEDULE 4.2 MANDATORY POLICIES

1. CUSTOMER RESPONSIBILITY – NETWORK/RELEVANT SYSTEMS

These are the specifications for the networks and relevant systems to enable the TrustPortal Service:

Desktop:

Software is accessed through a web browser or mobile device so Customer must ensure they adhere to the following supported browsers (not limited to):

Microsoft Edge V15+

Chrome V49+

Firefox: V52+

Mobile:

mobile comms: 4G or better

iOS 10+

Android: KitKat V4.4 and above

LAN/WAN:

6.1Mb/sec up and down speed

Latency: 1 sec maximum

The software does not place high demands on bandwidth but adequate connectivity to access the software is required.

2. PASSWORD POLICY

- 2.1 Policy will not allow or suffer any User to be used by more than one individual user unless it has been reassigned in its entirety to another individual user, in which case the prior user shall no longer have any right to access or use the Services and/or Documentation.
- 2.2 Each End User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than that defined in the Mandatory Policies and each End User shall keep his password confidential.

SCHEDULE 5
GOVERNANCE AND REPORTING